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7 Attorneys for Plaintiff NINA REJUSO  
individually and on behalf of others  
8 similarly situated and aggrieved

9 **UNITED STATES DISTRICT COURT**

10 **CENTRAL DISTRICT OF CALIFORNIA**

11 NINA REJUSO individually and on behalf  
of others similarly situated and aggrieved

12 Plaintiff

13 v.

14 BROOKDALE SENIOR LIVING  
15 COMMUNITIES, INC. a Delaware  
corporation; BROOKDALE SENIOR  
16 LIVING, INC. a Delaware corporation;  
BROOKDALE LIVING COMMUNITIES,  
17 INC. a Delaware corporation; BKD  
PERSONAL ASSISTANCE SERVICES,  
18 LLC, a Delaware limited liability company,  
and DOES 1 through 50, inclusive,

19 Defendants

20 ) CASE NO.

21 ) **CLASS ACTION COMPLAINT**

- 22 ) 1. Failure to Provide Required Meal  
Periods  
2. Failure to Provide Required Rest  
Periods  
3. Failure to Pay Overtime Wages  
4. Failure to Pay Minimum Wages  
5. Failure to Pay Split Shift Wages  
6. Failure to Timely Pay Wages  
7. Failure to Pay All Wages Due to  
Discharged and Quitting Employees  
8. Failure to Furnish Accurate Itemized  
Wage Statements  
9. Failure to Maintain Required Records  
10. Failure to Indemnify Employees for  
Necessary Expenditures Incurred in  
Discharge of Duties  
11. Unfair and Unlawful Business  
Practices

23 ) **REPRESENTATIVE ACTION**

- 24 ) 12. Penalties under the Labor Code Private  
Attorneys General Act

25 ) **DEMAND FOR JURY TRIAL**

## **NATURE OF ACTION**

2 1. Plaintiff NINA REJUSO, an individual ("PLAINTIFF"), brings this class  
3 action and representative action case on behalf of herself and all other similarly situated  
4 and aggrieved current and former non-exempt employees, who worked in the State of  
5 California for defendants BROOKDALE SENIOR LIVING COMMUNITIES, INC., a  
6 Delaware corporation; BROOKDALE SENIOR LIVING, INC., a Delaware corporation;  
7 BROOKDALE LIVING COMMUNITIES, INC. a Delaware corporation; and BKD  
8 PERSONAL ASSISTANCE SERVICES, LLC, a Delaware limited liability company;  
9 and DOES 1 through 50 inclusive, (collectively, "DEFENDANTS") during the relevant  
10 statutory periods ("CLASS MEMBERS"), against DEFENDANTS to remedy  
11 DEFENDANTS' illegal wage payment policies and practices, for which PLAINTIFF  
12 seeks damages, restitution, penalties, injunctive relief, interest, attorneys' fees and costs,  
13 and all other legal and equitable remedies deemed just and proper under California law.

## **JURISDICTION AND VENUE**

15       2. Pursuant to 28 U.S.C. § 1332(a)(1), this Court has original jurisdiction over  
16 this matter because PLAINTIFF and DEFENDANTS are respectively citizens of  
17 different States and because the matter in controversy exceeds the sum or value of  
18 \$75,000.00, exclusive of interests and costs.

19       3. Pursuant to 28 U.S.C. § 1332(d)(2)(A) (the Class Action Fairness Act), this  
20 Court has original jurisdiction over this matter because it is a proposed class action case  
21 in which PLAINTIFF, CLASS MEMBERS and DEFENDANTS are citizens of different  
22 States and the matter in controversy exceeds the sum value of \$5,000,000.00, exclusive  
23 of interest and costs.

24       4. This Court's exercise of personal jurisdiction over DEFENDANTS is proper  
25 because DEFENDANTS have, at all relevant times, engaged in the illegal acts and  
26 omissions, which are the subject of this matter, to establish sufficient minimum contacts  
27 with the State of California.

28 | 5. Pursuant to 28 U.S.C. § 1391(b)(2), venue is proper in this judicial district

1 because a substantial part of the events or omissions giving rise to the claims in this  
2 matter including occurred in this judicial district.

3 **PLAINTIFF AND CLASS MEMBERS**

4 6. PLAINTIFF is a resident of the State of California and a former employee of  
5 DEFENDANTS. DEFENDANTS employed PLAINTIFF in a non-exempt position in  
6 DEFENDANTS' "Brookdale South Bay" Independent Living Facility located in  
7 Torrance, California and other locations until around September 2016. PLAINTIFF  
8 reserves the right to name additional class representatives.

9 7. Pursuant to California Labor Code §§ 2698, *et seq.* (the California Labor  
10 Code Private Attorneys General Act of 2004 ["PAGA"]), and because PLAINTIFF has  
11 complied with all of the requirements set forth in California Labor Code § 2699.3, the  
12 State of California has deputized PLAINTIFF as its PAGA representative in this matter.

13 8. CLASS MEMBERS are similarly situated and aggrieved current and former  
14 non-exempt employees of DEFENDANTS who worked for DEFENDANTS in the State  
15 of California at any time during the four (4) years prior to the filing of this action and  
16 ending at the time this action settles or proceeds to final judgment (the "CLASS  
17 PERIOD").

18 **DEFENDANTS AND DOES 1-50**

19 9. PLAINTIFF is informed, believes and thereon alleges that defendant  
20 BROOKDALE SENIOR LIVING COMMUNITIES, INC. ("BSLC") is, and at all times  
21 relevant was, a foreign corporation formed and existing under the laws of the State of  
22 Delaware. PLAINTIFF is further informed, believes and thereon alleges that, at all  
23 relevant times, the State of California authorized BSLC to conduct and that BSLC did  
24 conduct business in California under California corporate number C1968916.

25 10. PLAINTIFF is informed, believes and thereon alleges that defendant  
26 BROOKDALE SENIOR LIVING, INC. ("BSL") is, and at all times relevant was, a  
27 foreign corporation formed and existing under the laws of the State of Delaware.  
28 PLAINTIFF is further informed, believes and thereon alleges that, at all relevant times,

1 BSL conducted business in California.

2       11. PLAINTIFF is informed, believes and thereon alleges that defendant  
3 BROOKDALE LIVING COMMUNITIES, INC. ("BLC") is, and at all times relevant  
4 was, a foreign corporation formed and existing under the laws of the State of Delaware.  
5 PLAINTIFF is further informed, believes and thereon alleges that, at all relevant times,  
6 the State of California authorized BLC to conduct and that BLC did conduct business in  
7 California under California corporate number C3057254.

8       12. PLAINTIFF is informed, believes and thereon alleges that Defendant BKD  
9 PERSONAL ASSISTANCE SERVICES, LLC ("BKD") is, and at all times relevant was,  
10 a foreign limited liability company organized and existing under the laws of the State of  
11 Delaware. PLAINTIFF is further informed, believes and thereon alleges that, at all  
12 relevant times, the State of California authorized BKD to conduct and that BKD did  
13 conduct business in California under California file number 200734010095.

14       13. PLAINTIFF does not know true names and capacities of DOES 1 through  
15 50, inclusive, at this time and, therefore, sues such DOES as defendants under fictitious  
16 names. PLAINTIFF is informed, believes and thereon alleges that each defendant  
17 designated as a DOE is in some manner highly responsible for the occurrences alleged  
18 herein and that their acts and omissions proximately caused PLAINTIFF'S and CLASS  
19 MEMBERS' injuries. PLAINTIFF shall seek leave of this Court to amend this Complaint  
20 to allege the true names and capacities of such DOES when ascertained.

21       14. PLAINTIFF is informed, believes and thereon alleges that DEFENDANTS  
22 and DOES 1 through 50, inclusive, at all relevant times, were the joint employers, alter  
23 egos, divisions, affiliates, integrated enterprises, subsidiaries, parents, principals, sisters,  
24 related entities, co-conspirators, agents, partners, joint venturers, servants, joint  
25 enterprisers, and/or guarantors, actual or ostensible, of each other and that  
26 DEFENDANTS and DOES 1 through 50, inclusive, performed the acts and omissions  
27 that proximately caused PLAINTIFF'S and CLASS MEMBERS' injuries in concert with  
28 each other.

15. PLAINTIFF is informed, believes and thereon alleges that each of the DEFENDANTS completely dominated his, her or its co-defendant and that each of the DEFENDANTS authorized, actually or ostensibly, his, her or its co-defendant to perform the acts and omissions alleged herein within the course and scope of their agencies. PLAINTIFF is further informed, believes and thereon alleges that to the extent that certain DEFENDANTS perpetrated certain acts and omissions, the remaining DEFENDANTS condoned, authorized and ratified such acts and omissions.

16. At all relevant times, DEFENDANTS exercised control over PLAINTIFF'S and CLASS MEMBERS' wages, hours and working conditions under employment agreements that were partly written, partly oral and partly implied. Accordingly, and unless alleged otherwise, whenever PLAINTIFF alleges that any of the DEFENDANTS committed an act or omission proximately causing PLAINTIFF'S and CLASS MEMBERS' injuries, PLAINTIFF alleges that each of the DEFENDANTS are culpable and liable for that act or omission individually, jointly, and severally.

## **CLASS ALLEGATIONS**

17. At all relevant times, DEFENDANTS acted pursuant to, and in furtherance of, their uniform business policies and practices of failing to pay PLAINTIFF and CLASS MEMBERS all wages earned and due to them by and through methods and schemes which include, but are not limited to, failing to timely provide compliant meal periods (or to pay compensation for a lack thereof); failing to timely provide compliant rest periods (or to pay compensation for a lack thereof); failing to pay all minimum wages due; failing to pay all overtime wages due; failing to pay split shift wages due; failing to timely pay all wages due during employment; failing to timely pay all wages due at time of discharge or quitting; failing to provide accurate itemized statements; failing to maintain accurate records; and failing to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or losses incurred in discharging their duties.

18. DEFENDANTS' acts and omissions are in violation of the California Labor Code, the applicable Industrial Welfare Commission ("IWC") Wage Order and the

1 California Business and Professions Code, which prohibits such unfair business practices.

2       19. As a direct and proximate result of DEFENDANTS' unlawful acts and  
3 omissions, PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer,  
4 from loss of earnings and other remunerations in amounts as yet unascertained, but  
5 subject to proof at trial, and within the jurisdiction of this Court.

6       20. Accordingly, PLAINTIFF brings this class and representative action to  
7 recover, among other things: wages and penalties from unpaid wages earned and due,  
8 including, but not limited to, unpaid meal premium payments, unpaid rest premium  
9 payments, unpaid minimum wages, unpaid overtime wages, unpaid split shift wages,  
10 amounts due for failure to timely pay all wages due during employment; amounts due for  
11 failure to timely pay all wages to due at time of discharge or quitting, amounts due for  
12 failure to provide accurate itemized wage statements, amounts due for failure to maintain  
13 required records, amounts due for failure to indemnify employees for necessary  
14 expenditures and/or losses incurred in discharging their duties, and interest, attorneys'  
15 fees, costs, and expenses.

#### **PROPRIETY OF CLASS ACTION**

16       21. This action is appropriately suited for class treatment because:

17           a. The potential class is a significant number and joinder of all current  
18 and former employees individually would be impracticable.

19           b. This action involves common questions of law and fact to the  
20 potential class because the action focuses on DEFENDANTS' illegal practices and  
21 policies which were applied to all non-exempt employees in violation of the Labor Code,  
22 the applicable IWC Wage Order, and the Business and Professions Code which prohibits  
23 unfair business practices arising from such violations.

24           c. PLAINTIFF'S claims are typical of CLASS MEMBERS' claims  
25 because DEFENDANTS subjected all non-exempt employees to the same violations of  
26 the California Labor Code, the applicable IWC Wage Order, and the California Business  
27 and Professions Code.

1                   d. PLAINTIFF does not have any interests adverse to the interests of  
2 CLASS MEMBERS and will fairly and adequately protect the interests of all CLASS  
3 MEMBERS.

4                   **FIRST CAUSE OF ACTION**

5                   **Failure to Provide Required Meal Periods**

6 [Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 5-2001, § 11]  
7                   **(Against all DEFENDANTS)**

8                   22. PLAINTIFF refers to and incorporates by reference all facts alleged in  
9 paragraphs 1-21 as if fully set forth herein.

10                  23. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll  
11 policies and practices to deprive their non-exempt employees all wages earned and due,  
12 DEFENDANTS required, permitted or otherwise suffered PLAINTIFF and CLASS  
13 MEMBERS to take less than a 30-minute meal period, or to work through them, and have  
14 failed to otherwise provide the required meal periods to PLAINTIFF and CLASS  
15 MEMBERS pursuant to California Labor Code §§ 226.7, 512 and IWC Wage Order No.  
16 5-2001, § 11.

17                  24. DEFENDANTS further violated California Labor Code § 226.7 and IWC  
18 Wage Order No. 5-2001, § 11 by failing to compensate PLAINTIFF and CLASS  
19 MEMBERS who were not provided with a meal period, in accordance with the applicable  
20 wage order, one additional hour of compensation at each employee's regular rate of pay  
21 for each workday that a meal period was not provided.

22                  25. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,  
23 1197, and IWC Wage Order No. 5-2001 by failing to compensate PLAINTIFF and  
24 CLASS MEMBERS for all hours worked during their meal periods.

25                  26. As a proximate result of the aforementioned violations, PLAINTIFF and  
26 CLASS MEMBERS have been damaged in an amount according to proof at trial, and  
27 seek all wages earned and due, interest, penalties, expenses, and costs of suit.

28 \\\

## **SECOND CAUSE OF ACTION**

## Failure to Provide Required Rest Periods

[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 5-2001, § 12]

**(Against all DEFENDANTS)**

5       27. PLAINTIFF refers to and incorporates by reference all facts alleged in  
6 paragraphs 1-21 as if fully set forth herein.

7       28. At all times relevant herein, as part of DEFENDANTS' illegal payroll  
8 policies and practices to deprive their non-exempt employees all wages earned and due,  
9 DEFENDANTS failed to provide rest periods to PLAINTIFF and CLASS MEMBERS as  
10 required under California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 5-  
11 2001, § 12.

12        29. DEFENDANTS further violated California Labor Code § 226.7 and IWC  
13 Wage Order No. 5-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS  
14 who were not provided with a rest period, in accordance with the applicable wage order,  
15 one additional hour of compensation at each employee's regular rate of pay for each  
16 workday that a rest period was not provided.

17       30. As a proximate result of the aforementioned violations, PLAINTIFF and  
18 CLASS MEMBERS have been damaged in an amount according to proof at trial, and  
19 seek all wages earned and due, interest, penalties, expenses, and costs of suit.

### **THIRD CAUSE OF ACTION**

## **Failure to Pay Overtime Wages**

[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 5-2001, § 3]

**(Against all DEFENDANTS)**

24 31. PLAINTIFF incorporates by reference all facts alleged in paragraphs 1-21 as  
25 if fully set forth herein.

32. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No.  
5-2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS  
MEMBERS for all overtime, which is calculated at one and one-half (1 ½) times the

1 regular rate of pay for all hours worked in excess of eight (8) hours per day and/or forty  
2 (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday,  
3 with double time for all hours worked in excess of twelve (12) hours in any workday and  
4 for all hours worked in excess of eight (8) hours on the seventh consecutive day of work  
5 in any workweek.

6       33. PLAINTIFF and CLASS MEMBERS are current and former non-exempt  
7 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC  
8 Wage Order No. 5-2001. During the CLASS PERIOD, DEFENDANTS failed to  
9 compensate PLAINTIFF and CLASS MEMBERS for all overtime hours worked as  
10 required under the foregoing provisions of the California Labor Code and IWC Wage  
11 Order by, among other things, failing to pay overtime at one and one-half (1 ½) or double  
12 the regular rate of pay as provided by California Labor Code §§ 510, 1194, and IWC  
13 Wage Order No. 5-2001, § 3; requiring, permitting or suffering PLAINTIFF and CLASS  
14 MEMBERS to work off the clock; requiring, permitting or suffering PLAINTIFF and  
15 CLASS MEMBERS to work through meal and rest breaks; illegally and inaccurately  
16 recording time in which PLAINTIFF and CLASS MEMBERS worked.

17       34. In violation of California law, DEFENDANTS have knowingly and willfully  
18 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS  
19 for all wages earned and all hours worked. As a proximate result, PLAINTIFF and  
20 CLASS MEMBERS have suffered, and continue to suffer, substantial losses related to  
21 the use and enjoyment of such wages, lost interest on such wages, and expenses and  
22 attorneys' fees in seeking to compel DEFENDANTS to fully perform their obligations  
23 under state law, all to their respective damages in amounts according to proof at time of  
24 trial, and within the jurisdiction of this Court.

25       35. DEFENDANTS' conduct described herein violates California Labor Code  
26 §§ 510, 1194, 1198 and IWC Wage Order No. 5-2001, § 3. Therefore, pursuant to  
27 California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable  
28 provisions under the California Labor Code and IWC Wage Orders, PLAINTIFF and

1 CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by  
2 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

3 **FOURTH CAUSE OF ACTION**

4 **Failure to Pay Minimum Wages**

5 **[Cal. Labor Code §§ 1194, 1197; IWC Wage Order No. 5-2001, § 4]**

6 **(Against all DEFENDANTS)**

7 36. PLAINTIFF refers to and incorporates by reference all facts alleged in  
8 paragraphs 1-21 as if fully set forth herein.

9 37. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No.  
10 5-2001, § 4, payment to an employee of less than the applicable minimum wage for all  
11 hours worked in a payroll period is unlawful.

12 38. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and  
13 CLASS MEMBERS minimum wages for all hours worked by, among other things:  
14 requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the  
15 clock; requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work  
16 through meal and rest breaks; illegally and inaccurately recording time in which  
17 PLAINTIFF and CLASS MEMBERS worked; failing to properly maintain  
18 PLAINTIFF'S and CLASS MEMBERS' records; failing to provide accurate itemized  
19 wage statements to PLAINTIFF and CLASS MEMBERS for each pay period; and other  
20 methods to be discovered.

21 39. DEFENDANTS' conduct described herein violates California Labor Code  
22 §§ 1194, 1197, and IWC Wage Order No. 5-2001, § 4. As a proximate result of the  
23 aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged in  
24 an amount according to proof at trial. Therefore, pursuant to California Labor Code §§  
25 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the Labor Code  
26 and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the  
27 unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties,  
28 attorneys' fees, expenses, and costs of suit.

## **FIFTH CAUSE OF ACTION**

## Failure to Pay Split Shift Wages

[Cal. Code Regs. § 11040; IWC Wage Order No. 5-2001, § 4]

**(Against All DEFENDANTS)**

5 40. PLAINTIFF refers to and incorporates by reference all facts alleged in  
6 paragraphs 1-21 as if fully set forth herein..

7       41. Pursuant to IWC Wage Order No. 5-2001, § 4 and California Code of  
8 Regulations, title 8, § 11040, employers are required pay their non-exempt employees  
9 one hour's pay at the minimum wage in addition to the minimum wage for that workday  
10 when their employees' work schedules are interrupted by non-paid non-working periods  
11 established by the employer, other than bona fide rest or meal periods.

12       42. During the CLASS PERIOD, DEFENDANTS knowingly and willfully  
13 failed to pay PLAINTIFF and CLASS MEMBERS all split shift wage premiums due  
14 pursuant to IWC Wage Order No. 5-2001, § 4 and California Code of Regulations, title 8,  
15 § 11040.

16       43. DEFENDANTS' conduct described herein violates IWC Wage Order No. 5-  
17 2001, § 4 and California Code of Regulations, title 8, § 11040. As a proximate result of  
18 the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged  
19 in an amount according to proof at trial. Therefore, pursuant to California Labor Code §§  
20 200, 210, 226, 558, 1194, 1197.1 and other applicable provisions under the Labor Code  
21 and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the  
22 unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties,  
23 attorneys' fees, expenses, and costs of suit.

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## **SIXTH CAUSE OF ACTION**

## **Failure to Pay Timely Wages During Employment**

[Cal. Labor Code § 204]

**(Against All DEFENDANTS)**

5 44. PLAINTIFF refers to and incorporates by reference all facts alleged in  
6 paragraphs 1-21 as if fully set forth herein.

7       45. Pursuant to California Labor Code § 204, for all labor performed between  
8 the 1st and 15th days of any calendar month, DEFENDANTS are required to pay their  
9 nonexempt employees between the 16th and 26th day of the month during which the  
10 labor was performed. California Labor Code § 204 also provides that for all labor  
11 performed between the 16th and 30th days of any calendar month, DEFENDANTS are  
12 required to pay their nonexempt employees between the 1st and 10th day of the following  
13 calendar month. In addition, California Labor Code § 204 provides that all wages earned  
14 for labor in excess of the normal work period shall be paid no later than the payday of the  
15 next regular payroll period.

16       46. During the CLASS PERIOD, DEFENDANTS knowingly and willfully  
17 failed to pay PLAINTIFF and CLASS MEMBERS all the wages they earned when due as  
18 required by California Labor Code § 204.

19       47. Pursuant to California Labor Code § 210, failure to pay the wages of each  
20 employee as provided in California Labor Code § 204 will subject DEFENDANTS to a  
21 civil penalty of: (1) one hundred dollars (\$100) for each failure to pay each employee for  
22 each initial violation; and (2) two hundred dollars (\$200) for each failure to pay each  
23 employee, plus twenty-five percent (25%) of the amount unlawfully withheld, for each  
24 subsequent violation.

25 48. DEFENDANTS' conduct described herein violates California Labor Code §  
26 204. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS  
27 MEMBERS have been damaged in an amount according to proof at trial. Therefore,  
28 pursuant to California Labor Code §§ 200, 210, 226, 558, 1194, 1197.1 and other

1 applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and  
2 CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by  
3 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

4 **SEVENTH CAUSE OF ACTION**

5 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

6 **[Cal. Labor Code §§ 201, 202, 203]**

7 **(Against all DEFENDANTS)**

8 49. PLAINTIFF refers to and incorporates by reference all facts alleged in  
9 paragraphs 1-21 as if fully set forth herein.

10 50. Pursuant to California Labor Code §§ 201, 202, and 203, DEFENDANTS  
11 are required to pay all earned and unpaid wages to an employee who is discharged.  
12 California Labor Code § 201 mandates that if an employer discharges an employee, the  
13 employee's wages accrued and unpaid at the time of discharge are due and payable  
14 immediately.

15 51. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are  
16 required to pay all accrued wages due to an employee no later than 72 hours after the  
17 employee quits his or her employment, unless the employee provided 72 hours previous  
18 notice of his or her intention to quit, in which case the employee is entitled to his or  
19 wages at the time of quitting.

20 52. California Labor Code § 203 provides that if an employer willfully fails to  
21 pay, in accordance with California Labor Code §§ 201 and 202, any wages of an  
22 employee who is discharged or who quits, the employer is liable for waiting time  
23 penalties in the form of continued compensation to the employee at the same rate for up  
24 to 30 workdays.

25 53. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay  
26 accrued wages and other compensation to PLAINTIFF and CLASS MEMBERS in  
27 accordance with California Labor Code §§ 201 and 202.

28 54. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available

1 statutory penalties, including the waiting time penalties provided in California Labor  
2 Code § 203, together with interest thereon, as well as other available remedies.

3       55. As a proximate result of DEFENDANTS' unlawful actions and omissions,  
4 PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount  
5 according to proof at the time of trial, but not in excess of the jurisdiction of this Court,  
6 and are entitled to recovery of such amounts, plus interest thereon, and attorneys' fees  
7 and costs, pursuant to California Labor Code § 1194.

## **EIGHTH CAUSE OF ACTION**

## **Failure to Furnish Accurate Itemized Wage Statements**

[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 5-2001, § 7]

**(Against all DEFENDANTS)**

12       56. PLAINTIFF refers to and incorporates by reference all facts alleged in  
13 paragraphs 1-21 as if fully set forth herein.

14       57. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll  
15 policies and practices to deprive PLAINTIFF and CLASS MEMBERS of all wages  
16 earned and due, DEFENDANTS knowingly and intentionally failed to maintain records  
17 as required under California Labor Code §§ 226, 1174, and IWC Wage Order No. 5-  
18 2001, § 7, including, but not limited to, the following records: total daily hours worked  
19 by each employee; applicable rates of pay; all deductions; meal periods; time records  
20 showing when each employee begins and ends each work period; and accurate itemized  
21 statements.

22       58. As a proximate result of DEFENDANTS' unlawful actions and omissions,  
23 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to  
24 proof at trial, and are entitled to all wages earned and due, plus interest thereon.  
25 Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory  
26 penalties, including, but not limited to, civil penalties pursuant to California Labor Code  
27 §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys'  
28 fees, including, but not limited to, those provided in California Labor Code § 226(e), as

1 well as other available remedies.

2 **NINTH CAUSE OF ACTION**

3 **Failure to Maintain Required Records**

4 **[Cal. Labor Code §§ 226; IWC Wage Order No. 5-2001, § 7]**

5 **(Against all DEFENDANTS)**

6 59. PLAINTIFF refers to and incorporates by reference all facts alleged in  
7 paragraphs 1-21 as if fully set forth herein.

8 60. During the CLASS PERIOD, DEFENDANTS routinely failed to provide  
9 PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage  
10 statements in writing showing each employee's gross wages earned, total hours worked,  
11 all deductions made, net wages earned, the name and address of the legal entity or entities  
12 employing PLAINTIFF and CLASS MEMBERS, and all applicable hourly rates in effect  
13 during each pay period and the corresponding number of hours worked at each hourly  
14 rate, in violation of California Labor Code § 226 and IWC Wage Order No. 5-2001, § 7.

15 61. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally  
16 failed to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and  
17 itemized wage statements in accordance with California Labor Code § 226(a).

18 62. As a proximate result of DEFENDANTS' unlawful actions and omissions,  
19 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to  
20 proof at trial, and seek all wages earned and due, plus interest thereon. Additionally,  
21 PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties,  
22 including, but not limited to, civil penalties pursuant to California Labor Code §§ 226(e),  
23 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees,  
24 including, but not limited to, those provided in California Labor Code § 226(e), as well as  
25 other available remedies.

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## **TENTH CAUSE OF ACTION**

## **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties**

**[Cal. Labor Code § 2802]**

**(Against all DEFENDANTS)**

63. PLAINTIFF refers to and incorporates by reference all facts alleged in paragraphs 1-21 as if fully set forth herein.

64. California Labor Code § 2802(a) requires an employer to indemnify an  
employee for all necessary expenditures or losses incurred by the employee in direct  
consequence of the discharge of her his or her duties, or of his or her obedience to the  
directions of the employer.

12       65. During the CLASS PERIOD, DEFENDANTS knowingly and willfully  
13 failed to indemnify PLAINTIFF and CLASS MEMBERS for all business expenses  
14 and/or losses incurred in direct consequence of the discharge of their duties while  
15 working under the direction of DEFENDANTS, including, but not limited to, expenses  
16 for cell phone use, uniform maintenance, and other employment-related expenses, in  
17 violation of California Labor Code § 2802.

18       66. As a proximate result of DEFENDANTS' unlawful actions and omissions,  
19 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to  
20 proof at trial, and seek reimbursement of all necessary expenditures, plus interest thereon  
21 pursuant to California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS  
22 MEMBERS are entitled to all available statutory penalties and an award of costs,  
23 expenses, and reasonable attorneys' fees, including those provided in California Labor  
24 Code § 2802(c), as well as other available remedies.

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## **ELEVENTH CAUSE OF ACTION**

# **Unfair and Unlawful Business Practices**

**[Cal. Bus. & Prof. Code §§ 17200 *et. seq.*]**

**(Against all DEFENDANTS)**

5 67. PLAINTIFF refers to and incorporates by reference all facts alleged in  
6 paragraphs 1-21 as if fully set forth herein.

7       68. Each and every one of DEFENDANTS' acts and omissions in violation of  
8 the California Labor Code and/or the applicable IWC Wage Order as alleged herein,  
9 including, but not limited to, DEFENDANTS' failure and refusal to provide required  
10 meal periods, DEFENDANTS' failure and refusal to provide required rest periods,  
11 DEFENDANTS' failure and refusal to pay overtime compensation, DEFENDANTS'  
12 failure and refusal to pay minimum wages, DEFENDANTS' failure and refusal to pay all  
13 wages due to discharged or quitting employees, DEFENDANTS' failure and refusal to  
14 furnish accurate itemized wage statements; DEFENDANTS' failure and refusal to  
15 maintain required records, DEFENDANTS' failure and refusal to indemnify PLAINTIFF  
16 and CLASS MEMBERS for necessary expenditures and/or losses incurring in  
17 discharging their duties, constitutes an unfair and unlawful business practice under  
18 California Business and Professions Code § 17200, *et seq.*

19       69. DEFENDANTS' violations of California wage and hour laws constitute an  
20 unfair or unlawful business practice because DEFENDANTS' aforementioned acts and  
21 omissions were done repeatedly over a significant period of time, and in a systematic  
22 manner, to the detriment of PLAINTIFF and CLASS MEMBERS.

23       70. DEFENDANTS have avoided payment of wages, overtime wages, meal  
24 periods, rest periods, and other benefits as required by the California Labor Code, the  
25 California Code of Regulations, and the applicable IWC Wage Order. Further,  
26 DEFENDANTS have failed to record, report, and pay the correct sums of assessment to  
27 the state authorities under the California Labor Code and other applicable regulations.

71. As a result of DEFENDANTS' unfair and unlawful business practices,

1 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the  
2 expense of PLAINTIFF, CLASS MEMBERS, and members of the public.  
3 DEFENDANTS should be made to disgorge their ill-gotten gains and to restore them to  
4 PLAINTIFF and CLASS MEMBERS.

5 72. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF  
6 and CLASS MEMBERS to seek preliminary and permanent injunctive relief, including,  
7 but not limited to, orders that DEFENDANTS account for, disgorge, and restore to  
8 PLAINTIFF and CLASS MEMBERS the wages and other compensation unlawfully  
9 withheld from them. PLAINTIFF and CLASS MEMBERS are entitled to restitution of  
10 all monies to be disgorged from DEFENDANTS in an amount according to proof at the  
11 time of trial, but not in excess of the jurisdiction of this Court.

12 **TWELFTH CAUSE OF ACTION**

13 **Representative Action for Civil Penalties**

14 **[Cal. Labor Code §§ 2698–2699.5]**

15 **(Against All DEFENDANTS)**

16 73. PLAINTIFF refers to and incorporates by reference all facts alleged in  
17 paragraphs 1-21 as if fully set forth herein.

18 74. PLAINTIFF is an “aggrieved employees” within the meaning of California  
19 Labor Code § 2699(c), and a proper representative to bring a civil action on behalf of  
20 herself and other current and former employees of DEFENDANTS pursuant to the  
21 procedures specified in California Labor Code § 2699.3, because PLAINTIFF was  
22 employed by DEFENDANTS and the alleged violations of the California Labor Code  
23 were committed against PLAINTIFF.

24 75. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),  
25 Labor Code §§ 2698, *et seq.*, PLAINTIFF seeks to recover civil penalties, including, but  
26 not limited to, penalties under California Labor Code §§ 210, 225.5, 226.3, 558, 1174.5,  
27 1197.1, 1199, and IWC Wage Order No. 5-2001, § 20, from DEFENDANTS in a  
28 representative action for the violations set forth above, including, but not limited to,

1 violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174,  
2 1194, 1197, 1198, and 2802. PLAINTIFF is also entitled to an award of reasonable  
3 attorneys' fees and costs pursuant to California Labor Code § 2699(g)(1).

4 76. On March 13, 2017, and pursuant to California Labor Code § 2699.3,  
5 PLAINTIFF gave written notice by online filing with the California Labor and  
6 Workforce Development Agency ("LWDA") and by certified mail to DEFENDANTS of  
7 the specific provisions of the California Labor Code and IWC Wage Orders PLAINTIFF  
8 alleges DEFENDANTS have been violated along with the facts and theories supporting  
9 the alleged violations. PLAINTIFF'S notice to the LWDA was accompanied by  
10 PLAINTIFF'S payment of \$75.00 filing fee. Because the LWDA did not provide  
11 PLAINTIFF with notice of its intent to investigate the alleged violations in the 65  
12 calendar days that have lapsed, PLAINTIFF has complied with all of the requirements set  
13 forth in California Labor Code § 2699.3 to commence a representative PAGA action  
14 against DEFENDANTS on behalf of herself and other similarly aggrieved employees of  
15 DEFENDANTS.

16 **PRAYER FOR RELIEF**

17 **WHEREFORE**, PLAINTIFF, individually, and on behalf of all other persons  
18 similarly situated and aggrieved, respectfully prays for relief against DEFENDANTS and  
19 DOES 1 through 50, inclusive, and each of them, as follows:

- 20 1. For compensatory damages in an amount to be ascertained at trial;
- 21 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as  
22 well as disgorged profits from the unfair and unlawful business practices of  
23 DEFENDANTS;
- 24 3. For meal and rest period compensation pursuant to California Labor Code §  
25 226.7 and IWC Wage Order No. 5-2001;
- 26 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and  
27 1197.1;
- 28 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS

1 from violating the relevant provisions of the California Labor Code and the IWC Wage  
2 Orders, and from engaging in the unlawful business practices complained of herein;

3       6.     For waiting time penalties pursuant to California Labor Code § 203;

4       7.     For statutory and civil penalties according to proof, including, but not  
5 limited to, all penalties authorized by the California Labor Code §§ 226(e) and 2699;

6       8.     For interest on the unpaid wages at 10% per annum pursuant to California  
7 Labor Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other  
8 applicable provision providing for pre-judgment interest;

9       9.     For reasonable attorneys' fees and costs pursuant to California Labor Code  
10 §§ 1194, 2699, 2802, California Civil Code § 1021.5, and/or any other applicable  
11 provisions providing for attorneys' fees and costs;

12       10.    For declaratory relief;

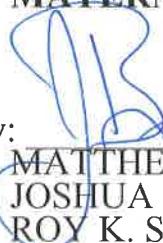
13       11.    For an order requiring and certifying the First, Second, Third, Fourth, Fifth,  
14 Sixth, Seventh, Eighth, Ninth, and Tenth Causes of Action as a class action;

15       12.    For an order appointing PLAINTIFF as a class representative and  
16 PLAINTIFF'S counsel as class counsel; and

17       13.    For such further relief that the Court may deem just and proper.

18 DATED July 14, 2017

Respectfully Submitted,  
**MATERN LAW GROUP, PC**



By:

MATTHEW J. MATERN  
JOSHUA D. BOXER  
ROY K. SUH

Attorneys for Plaintiff NINA REJUSO  
individually and on behalf of others  
similarly situated and aggrieved

1  
**DEMAND FOR JURY TRIAL**

2 PLAINTIFF hereby demands a jury trial with respect to all issues triable by jury as  
3 of right.

4 DATED July 14, 2017

5 Respectfully Submitted,  
6  
7 **MATERN LAW GROUP, PC**

8 By:  
9

10 MATTHEW J. MATERN  
11 JOSHUA D. BOXER  
12 ROY K. SUH

13  
14 Attorneys for Plaintiff NINA REJUSO  
15 individually and on behalf of others  
16 similarly situated and aggrieved